

# **EXHIBIT D**

*This letter is sent pursuant to Federal Rule of Evidence 408*



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**For Settlement Purposes Only**

***Via Email***

November 27, 2017

Sattam Alsabah  
Block 6, House 800001  
Messila, Kuwait

Dear Mr. Alsabah:

I am reaching out to you directly to explore if there is a potential to resolve the case between you and your company, OneUp Trader, and TopstepTrader. Further, we are reaching out to you directly to make sure that our offer reaches you with no miscommunications. For instance, in our October 11 settlement offer, TopstepTrader did not demand that “as a condition of settlement, [that] OneUp shut down its website and cease operating its competitive platform,” nor is it demanding that now.

While we understand that Defendants claim that they have not infringed TopstepTrader’s copyrights or violated its Terms of Service, we view this position as untenable because many portions of OneUp’s website contained wholesale copies of TopstepTrader’s copyrighted content, and because TopstepTrader has documented Defendants’ login attempts.

Despite all of the foregoing, TopstepTrader is willing to resolve this matter without further litigation if Defendants agree to certain terms:

- Defendants pay TopstepTrader \$250,000.00 USD for past damages;

Defendants, and any related parties and affiliates, further agree to refrain from:

- copying or utilizing any of TopstepTrader’s content, including its copyrighted content, engaging in unfair competition or using any of its trademarks, or engaging in any conduct reasonably construed as violating TopstepTrader’s Terms of Service;
- soliciting any TopstepTrader employees, contractors, affiliates or partners, customers, or utilizing any proprietary information about the aforementioned;
- visiting, reviewing, reading, copying or logging into any TopstepTrader service or website, including, but not limited to, [www.topsteptrader.com](http://www.topsteptrader.com), Learn How page, About page, Help Center page, blog, or mobile app;

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- visiting, reviewing or reading any of TopstepTrader's social media pages, including, but not limited to, its Facebook, Twitter, YouTube and Instagram accounts;
- visiting, reviewing or reading third party forums referencing TopstepTrader, including TopstepTrader specific boards on EliteTrader and Futures.io;
- attending or viewing any of TopstepTrader's webinars it hosts or co-hosts.

TopstepTrader would further insist any settlement agreement contain "no-disparagement" and confidentiality clauses.

While TopstepTrader would like to explore a business solution, if terms aren't reached, it will continue the pending litigation. However, in an effort to serve the business interests of the parties, we believe it prudent to explore if the aforementioned business solutions are possible.

This letter is written without prejudice to TopstepTrader's legal rights and remedies, all of which are expressly reserved.

Please let me know if you have any questions. I look forward to your response.

Yours truly,

A handwritten signature in black ink, appearing to read "Jay Rudman". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Jay Rudman